CHAPTER clxii.

An Act for conferring further powers on the Lancashire and Yorkshire Railway Company with relation to their own undertaking and undertakings in which they are jointly interested and for other purposes. A.D. 1882.

[24th July 1882.]

WHEREAS it is expedient that the Lancashire and Yorkshire Railway Company (who are herein-after referred to as "the Company") should be authorised

To make and maintain the railways and works herein-after described; General purposes of Act.

To widen and improve certain portions of their railways;

To abolish certain level crossings of their railways and otherwise to deal with certain roads and footpaths connected with their undertaking;

To purchase and acquire additional lands for the purposes of their undertaking;

To raise capital for the purposes of this Act and also to raise additional capital for the improvement and enlargement of their railways stations and works and the construction of new stations and sidings and for the providing of additional rolling stock and other the general purposes of their undertaking; Additional capital.

To establish savings banks for the benefit of persons employed by the Company and to aid in the management thereof;

And whereas it is also expedient that the 13th section of the Lancashire and Yorkshire and London and North-western Railway Companies (Blackpool and Lytham Railway &c.) Act 1871 (herein-after referred to as "the Blackpool Railway Act of 1871") should be amended by authorising the said two companies to redeem the preference stock of the Blackpool Company by agreement with the individual holders of the said stock without the necessity of obtaining the consent of a special meeting of the said stockholders: Blackpool and Lytham Railway. 34 & 35 Vict. c. lxiv. s. 13.

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And whereas it is expedient that the other provisions herein-after contained should be made:

And whereas plans and sections showing the lines and levels of the railways and other works authorised by this Act and the lands in or through which the same are intended to be made and plans of the lands which the Company and the Company and the London and North-western Company are by this Act empowered to acquire and appropriate and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands have as regards the railways works lands and property in Lancashire been deposited with the clerk of the peace for the county palatine of Lancaster and as regards the works lands and property in the west riding of the county of York with the clerk of the peace for the said west riding and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively:

And whereas the objects of this Act cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the Lancashire and Yorkshire Railway Act 1882.

Incorporation of general Acts.

2. The following Acts and parts of Acts are excepting where the same are expressly varied by this Act incorporated with and form part of this Act namely—

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18

The Lands Clauses Consolidation Acts 1845 1860 and 1869:

8 & 9 Vict. c. 20.

The Railways Clauses Consolidation Act 1845; and

26 & 27 Vict. c. 92.

Part I. of the Railways Clauses Act 1863 relating to the construction of a railway.

Extending certain provisions of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118.

3. Subject to the provisions of this Act all the provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of borrowed money into capital;

The consolidation of shares into stock;

The making of dividends;

The giving of notices;

The provision to be made for affording access to the special Act by all parties interested; and

Parts 1 2 and 3 of the Companies Clauses Act 1863 relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock

shall be applicable to the capital and moneys hereby authorised to be raised by shares or stock or mortgage and to the proprietors thereof.

Interpretation.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partly incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute.

Power to make railways &c.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes (that is to say):

(1) A railway (3 furlongs 7·76 chains in length) wholly situate in the township parish and city of Liverpool commencing by a junction with the Lancashire and Yorkshire Railway at the northerly abutment of the bridge carrying that railway over Glegg Street and terminating by a junction with the same railway at a point about 92 yards (measured along it in a southerly direction) from the centre of the bridge carrying that railway over the Leeds and Liverpool Canal and in connexion with the said work the Company may divert the said canal in

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the said township parish and city by the construction of a new or substituted canal commencing in the said canal at a point 187 yards or thereabouts measured along the said canal in a north-easterly direction from the centre of the bridge carrying the Company's railway over the said canal and terminating at a point in the said canal 184 yards or thereabouts (measured along the same in a south-westerly direction) from the said point of commencement and the Company may stop up so much of the said canal as shall be rendered unnecessary by the canal so proposed to be constructed and the new and substituted canal shall be deemed to be to all intents and purposes part of the Leeds and Liverpool Canal and the Company the mayor aldermen and citizens of the city of Liverpool and the Leeds and Liverpool Canal Company or any or either of them may enter into and fulfil contracts and agreements for and in relation to or consequent upon the construction of the said railway or portion of canal and the execution of any works incidental thereto respectively;

(2) A railway (4 furlongs 4·71 chains in length) commencing by a junction with the Company's Aintree and Bootle Branch in the township of Litherland in the parish of Sefton at the westerly side of the bridge carrying the said branch railway over Linacre Lane and terminating in the township of Bootle-cum-Linacre in the parish of Walton-on-the-Hill by a junction with the Company's Liverpool Crosby and Southport Railway (herein-after called "the said Southport Railway") at a point about 735 yards (measured in a southerly direction along the said railway) from the south-easterly face of the bridge carrying the said Aintree and Bootle Branch over the said railway Provided that in the construction and maintenance of the said railway the Company may deviate from the levels shown on the deposited sections to such an extent as may be necessary for effecting a junction with the said Southport Railway according to the level thereof herein-after authorised;

(3) A railway (1 mile 0 furlongs 3·72 chains in length) wholly situate in the parish of Walton-on-the-Hill commencing by a junction with the said Southport Railway in the township of Bootle-cum-Linacre at the centre of the bridge carrying that railway over the Leeds and Liverpool Canal at Bootle and terminating in the township of Kirkdale in the Company's Bankfield Goods Station at or near to Regent Road;

(4) The Company may alter the levels of a portion of the said Southport Railway such alteration commencing in the said

township of Bootle-cum-Linacre at a point about 123 yards (measured in a south-easterly direction) from the south-easterly face of the bridge carrying the said Aintree and Bootle Branch over the said Southport Railway and terminating in the same township at the centre of the bridge carrying the said last-mentioned railway over the Leeds and Liverpool Canal And the Company may close in the said township the crossing on the level of the said Southport Railway of the footpath leading from Lydiate Lane to Bootle and may abolish all rights of way in and over the same and the site and soil thereof between the fences of the Company so far as the same do not already belong to them shall after the closing thereof vest in the Company.

All the said works are in Lancashire.

Railways to form part of the Lancashire and Yorkshire Railway.

6. Subject to the provisions of this Act the railways and the works connected therewith executed under the authority of this Act shall for the purposes of toll and all other purposes whatsoever be part of the Lancashire and Yorkshire Railway and of the undertaking of the Company.

Classification table to be open for inspection. Copies to be sold.

7. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling;

Terminal charges if any to be specified on application.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railway render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railway shall be distinguished from the terminal charges if any and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified;

Penalty.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by the Regulation of Railways Act 1873 section 14.

36 & 37 Vict. c. 48.

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Period for completion of railways.

8. If the railways herein-before authorised by this Act are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted for making and completing the railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Penalty unless railways are opened within the time limited.

9. If the Company fail to complete the railways which they are herein-before authorised to construct within the period limited by this Act the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in the completion of which default is made is completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railway and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Chancery Division of the High Court of Justice in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

17 & 18 Vict. c. 31.

Application of penalty.

10. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of

Justice may seem fit and if no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the said Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Widenings of Railway.

Power to widen and improve portions of railway.

11. Subject to the provisions of this Act the Company may in the lines according to the levels and in the manner shown on the deposited plans and sections widen and improve and maintain the portions of their undertaking herein-after mentioned and lay down additional lines of railway thereon or in connexion therewith And for the purposes of such widening and improvement the Company in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes aforesaid and the said widenings and improvements respectively shall for the purposes of toll and in all other respects be deemed part of the Lancashire and Yorkshire Railway.

The portions of the undertaking of the Company herein-before referred to and authorised to be widened and improved by this Act are:

Widening at Bootle.

(1) A portion of the said Southport Railway such widening and improvement commencing in the said township of Bootle-cum-Linacre by a junction with the said railway about 123 yards measured in a south-easterly direction along the same from the south-easterly face of the bridge carrying the Aintree and Bootle Branch over the said Southport Railway and terminating in the said township of Kirkdale by a junction with the same railway at a point about 237 yards (measured along the same railway in a north-easterly direction) from the centre of the bridge carrying the last-mentioned railway over the Leeds and Liverpool Canal at Sandhills and the said widening shall be

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Widenings of Railway.

constructed in conformity with the alteration of levels of the Southport Railway herein-before authorised;

Provided that in such widening and improving of the Southport Railway the Company shall not interfere with or impede the exercise of the powers granted to the Midland Railway Company by the Midland Railway (Additional Powers) Act 1881 for the construction and maintenance of "the Bootle Goods Branch Deviation" therein described (section 4) or for the entering upon taking or using of lands for the purposes of the said work And provided also that if in consequence of the widening and improving of the Southport Railway hereby authorised the bridge mentioned in the 8th section of the said Act of 1881 for carrying the Lancashire and Yorkshire Railway over the said deviation shall be required to be of a greater width than fifty feet the Company shall pay the additional expense incurred by the Midland Railway Company by reason of the said increased width.

44 & 45 Vict. c. cli.

Widening at Rochdale.

(2) A portion of the Company's main line of railway at Rochdale such widening and improvement commencing in the township of Castleton in the parish of Rochdale in Lancashire by a junction with the existing railway of the Company at the centre of the bridge carrying their main line of railway over Boundary Street and terminating in the same township and parish by a junction with the Company's railway at Rochdale Station under the centre of the footbridge over the said railway at that station And the Company and the mayor aldermen and burgesses of the borough of Rochdale may enter into and fulfil contracts and agreements for and in relation to or consequent upon the said widening and the execution of any works incidental thereto;

Widening at Oldham.

(3) A portion of the Company's railway in the township and borough of Oldham in the parish of Prestwich-cum-Oldham in Lancashire such widening and improvement commencing by a junction with the Company's railway about 72 yards (measured in a south-westerly direction along the said railway) from the centre of the bridge carrying the same railway over Waterloo Road and terminating by a junction with the Oldham Rochdale and Royton line of the Company's railway about 33 yards (measured in a northerly direction along the last-mentioned railway) from the centre of the bridge carrying such railway over Rothwell Street And the Company and the mayor aldermen and burgesses of the borough of Oldham may enter into and fulfil contracts and agreements for and in relation to

or consequent upon the said widening and the execution of any works incidental thereto And for the purposes of any such agreement the Company may purchase and take lands in the said township bounded by Victoria Street on the west Mumps and Lees Road on the north Station Street on the east and Whitehead Street and Rothwell Street on the south.

Provided that if by reason or in consequence of the execution of the works by this Act authorised for widening the Company's railway and works in the said township and borough of Oldham it shall be necessary to lengthen the footbridge which the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway Company (herein-after called "the Oldham Company") have agreed with the corporation of Oldham to construct for carrying the footpath leading from Gas Street in Oldham aforesaid over their railway then the additional cost of so lengthening the said footbridge together with any other expense which the Oldham Company shall sustain or be put to in the construction of the said bridge rendered necessary by the said lengthening shall be borne and paid by the Company who shall on demand pay such additional cost and expense to the Oldham Company the amount of which shall be settled and determined by the engineers of the Company and the Oldham Company or failing agreement between such engineers by an engineer to be on the application of either company appointed by the President for the time being of the Institution of Civil Engineers.

For protection of the London and North-western Railway Company.

12. The following provisions for the protection of the London and North-western Railway Company (in this section called "the North-western Company") shall unless otherwise agreed between the Company and the North-western Company apply and have effect:

1. In constructing Railway No. 1 by this Act authorised where the same is intended to cross over the Edge Hill and Waterloo Branch of the North-western Company the same shall be constructed upon and across the existing arching over that railway at the west end of the Waterloo Tunnel and so as in no way to diminish interfere with or affect either of the two existing openings for the admission of light air and ventilation to that branch railway between the Leeds and Liverpool Canal and Great Howard Street nor shall the Company in constructing the said railway or the works connected therewith enter upon take use or interfere with any rights property or easements belonging to or enjoyed by the North-western Company.

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2. In constructing the said Railway No. 1 and the diversion of the Leeds and Liverpool Canal by this Act authorised where the same are intended to cross the said Edge Hill and Waterloo Branch Railway and in constructing Railway No. 3 and the widening of the Southport Railway at Bootle by this Act authorised where the same are intended to cross the tunnel on the Bootle Extension Railway of the North-western Company and where the said widening will cross the tunnel on the Edge Hill and Bootle Branch Railway of the North-western Company near the Bank Hall Station all the works for effecting such crossings shall be carried out according to plans sections and specifications to be previously reasonably approved by and under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the North-western Company and so as to leave undisturbed all the rails platforms sheds and other buildings and works of the North-western Company at such crossings and so as in no way to interfere with the structure of the said tunnels or the free uninterrupted and safe user of the said railways or the working conduct or passage of the traffic thereon.

3. For the purpose of constructing Railway No. 3 or the works connected therewith the Company shall not except with the consent of the North-western Company take use or interfere with any land or property of that company situate upon the eastern side of the Southport Railway of the Company.

4. For the purpose of constructing the said widening of the Southport Railway at Bootle the Company shall not except with the consent of the North-western Company take use or interfere with any land or property of that company other than so much thereof as is coloured red on the plan signed by William Hunt on behalf of the Company and Francis Stevenson on behalf of the North-western Company and the Company shall before diverting or interfering with the footway connecting the Baliol Road Station with the eastern platform of the Bootle Station provide at their own expense a sufficient and convenient footway in lieu thereof to the reasonable satisfaction of the said engineer of the North-western Company.

5. The Company shall at all times maintain all the works of the said crossings or affecting the North-western Company in substantial repair and good order to the reasonable satisfaction in all respects of such engineer of the North-western Company and if and whenever the Company fail so to do the

North-western Company may make or do as well in and upon the lands of the Company or the lands required by them for the purposes of this Act as their own lands all such works and things as such engineer may reasonably think requisite in that behalf and the sum from time to time certified by such engineer to be the reasonable amount of such their expenditure shall be repaid to the North-western Company by the Company and in default of payment may be recovered in any court of competent jurisdiction.

6. The Company shall acquire only easements in and upon such of the works lands and property of the North-western Company as may be necessary for the crossings aforesaid and the North-western Company may and shall grant such easements accordingly The amount to be paid for the acquisition of such easements shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement.

7. The Company shall on demand pay to the North-western Company all reasonable expenses of the employment by the North-western Company during the construction of the works for and with respect to the crossings of or affecting the North-western Company of a sufficient number of inspectors and watchmen to be appointed by the North-western Company for watching their said tunnels and railways and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and defaults of the Company or their contractors to any person or persons in the employment of the Company or their contractors with reference thereto or otherwise.

8. The Company shall be responsible for and make good to the North-western Company all costs losses damages and expenses from time to time occasioned to the North-western Company or to the said tunnels or railways or any other of their works and property or to the traffic on their said railways or to any company or person using the same by reason of the execution or failure of the works by this Act authorised (and whether by bursting or leakage of the said canal or otherwise) or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the North-western Company

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from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid.

9. Nothing in this section shall repeal alter or prejudicially affect subsection (2) of section 6 (for the protection of the Lancashire and Yorkshire Railway Company) of the London and North-western Railway (New Lines and Additional Powers) Act 1875.

38 & 39 Vict. c. clii.

10. If any difference shall arise between the respective engineers of the Company and the North-western Company as to the reasonableness of the plans sections and specifications hereinbefore provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or of the North-western Company.

11. Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the North-western Company otherwise than is herein expressly provided.

For protection of the Earl of Derby.

13. The following provisions for the protection of the right Honourable Edward Henry Earl of Derby (who and whose heirs and assigns are herein-after referred to as "Lord Derby") shall take effect and be binding upon the Company:

(1) The Company shall within two years from the passing of this Act at their own expense construct and at all times thereafter maintain under the existing Liverpool Crosby and Southport Railway at a point six chains north of the level crossing upon that railway at Lydiate Lane a bridge of forty-five feet span between the abutments and giving a clear headway from the surface of the road when constructed in accordance with an agreement already arrived at between Lord Derby and the Company of not less than sixteen feet for the passage under the said railway of a carriageway intended to be called Knowsley Road;

(2) The Company shall construct the railway (No. 2) in such manner that the same shall be carried over the said intended Knowsley Road by a bridge parallel to the bridge by the immediately preceding subsection provided to be constructed at a point within forty five feet of the centre line of the existing Liverpool Crosby and Southport Railway such bridge to be

forty-five feet span between the abutments and so constructed as to allow a clear headway over the said intended Knowsley Road of not less than sixteen feet from the surface of the road when constructed as aforesaid Provided that the Company may place and maintain on the curbstones of the footway on each side of the said intended road columns for the support of the two bridges specified in the last preceding clauses;

(3) If by reason of the Company's works by this Act authorised the existing sewer under the said intended road to be called Knowsley Road shall be interfered with the Company shall at their own expense restore and make good the said sewer and during the course of carrying out such works they shall make whatever temporary provision may be necessary for carrying off the sewage-water and other matters passing along the said sewer without interruption to the continuous flow of the same;

(4) The Company shall at their own expense construct a bridge under the said railway (No. 2) and also a bridge under their Liverpool Crosby and Southport Railway at a point to be determined by Lord Derby within a distance of two hundred and fifty feet from where the Aintree and Bootle Branch crosses over the Liverpool Crosby and Southport Railway Each of the said bridges shall be not less than thirty-six feet in width The first mentioned of the said bridges shall be so constructed as to have thereunder a clear headway of not less than sixteen feet from the present surface of the ground The abutments of the secondly-mentioned bridge shall be carried to such a depth as to enable Lord Derby to construct a roadway thereunder the upper surface of which roadway may be sixteen feet under the existing level of the said railway The approaches to such bridges and the works necessary for the drainage of the adjoining land to be made by Lord Derby on land to be provided by him;

(5) The Company shall at their own expense acquire the land necessary for a road ten yards in width to connect the properties in the parish of Walton numbered respectively on the deposited plans of the railway (No. 4) 2*b* and 7*b* belonging to Lord Derby between the point measuring eight chains and the point measuring one furlong two-and-a-half chains from the commencement of railway (No. 4) as shown on the deposited plans such road to be constructed metalled and completed by Lord Derby at his own expense;

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(6) The Company shall not except by agreement with Lord Derby take under the powers of this Act any land on the east side of the Liverpool Crosby and Southport Railway between the said intended bridge at Knowsley Road and the field numbered 44*b* on Railway No. 4 in the township of Bootle on the deposited plans except a strip of land not exceeding fifty feet in width measured from the easterly boundary of the existing Liverpool Crosby and Southport Railway;

(7) The work in this Act referred to as alteration of levels of the Liverpool Crosby and Southport Railway shall be carried over Strand Road in the township of Bootle by a bridge not less than forty-five feet in width with a clear headway from the surface of the ground of not less than sixteen feet;

(8) At a point between Strand Road and the Leeds and Liverpool Canal to be determined by Lord Derby the Company shall construct a bridge thirty-six feet in width with a clear headway of sixteen feet under the existing Liverpool Crosby and Southport Railway;

(9) All the works to be constructed by the Company in accordance with the provisions herein-before made for the protection of Lord Derby shall be constructed to the satisfaction of Lord Derby or of an engineer to be appointed by him.

For protection of the Earl of Sefton.

14. The following provisions for the protection of the Right Honourable William Philip Earl of Sefton who and whose heirs and assigns are herein-after referred to as "Lord Sefton" shall take effect and be binding on the Company:

(1) The Company shall not except by agreement acquire compulsorily under the powers of this Act any part of Lord Sefton's estates in the townships of Aintree Sefton Orrell and Ford in the county of Lancaster or any of them except such lands as are delineated and described in the two plans respectively signed by William Thompson Pears on behalf of Lord Sefton and Christopher Moorhouse on behalf of the Company and which lands are edged with red on the said plans respectively and contain in the whole forty-nine statute acres or thereabouts;

(2) The Company shall at their own expense construct on land to be provided for that purpose by Lord Sefton an occupation road ten yards in width having a paved roadway eighteen feet wide between the curbstones and two cindered footways six feet wide respectively on each side of the roadway from the occupation road No. 3 on the deposited plans in the township of Orrell

and Ford into a public highway called Captain's Lane and such occupation road when completed shall be constructed at the level of the surface of the ground except on the approaches to Captain's Lane which shall be at an inclination of not exceeding one in thirty and shall at the like expense fence the same from the adjoining land of Lord Sefton by a good post and rail fence and double row of five year old grown thorns placed in the field side of the said post and rail fence and such occupation road when completed shall be dedicated and used as and for a public footpath in lieu of the public footpath proposed to be stopped up by the next clause.

(3) When and so soon as such occupation road shall have been constructed completed and fenced in manner aforesaid but not before the Company may stop up the level crossing road and public footpath over their Aintree and Bootle Branch Railway at Park Gate House and may also remove the bridge which carries the said occupation road and public footpath numbered 3 on the deposited plans over the said railway and the north embankment forming the approach to such bridge shall be removed at the same time with the removal of such bridge;

(4) The Company shall at their own expense when and so soon as the said intended occupation road mentioned in subsection 2 shall be constructed remove from so much of the said occupation road No. 3 as is not taken by the Company for the purposes of their undertaking the road material and the fences and lay the same road to the adjoining land and make the same fit for tilling as agricultural land and shall well and efficiently fence off the same from Captain's Lane aforesaid;

(5) If in the construction of any new bridge or bridges under Captain's Lane aforesaid it shall be found necessary to alter the present level of the surface of Captain's Lane the present rate of inclination of Captain's Lane shall not be increased;

(6) The public highway shall not be raised more than three feet at the point of junction of Captain's Lane aforesaid with Park Lane from which point south and west the approaches if the level of the existing road is altered shall not exceed one in forty;

(7) Any bridge or widening of the existing bridge over the public highway called Aintree Lane shall be constructed of the same width between the abutments and have the same headway from the surface of the road as the existing bridge;

(8) If the Company shall require to carry over Aintree Lane aforesaid more than four lines of rails such rails shall be carried

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over the said road by two or more bridges and no bridge shall carry more than four lines of rails and there shall be between each bridge a clear space of twelve feet at least for light and ventilation;

(9) The Company shall at their own expense within twelve months after the passing of this Act fence off the land taken by them from Lord Sefton's Estate in the township of Aintree from the rest of such estate by a close fence of brick stone or wood of the respective heights following that is to say two hundred and fifty lineal yards of such fence at any point to be prescribed by Lord Sefton shall be nine feet in height two hundred lineal yards of such fence at any point to be prescribed in like manner shall be seven feet in height and the remainder shall be five feet in height And the whole of such fences shall be maintained by and at the cost of Company;

(10) The Company shall at their own expense within twelve months after the passing of this Act fence off the whole of the land taken from Lord Sefton's Estate in the townships of Sefton and Orrell and Ford from the rest of such estate by a brick or stone wall five feet in height including stone coping and such wall shall be maintained by and at the expense of the Company;

(11) All the works to be constructed by the Company in accordance with the provisions herein-before made for the protection of Lord Sefton shall be constructed to the satisfaction of Lord Sefton or of an engineer to be appointed by him.

For protection of the corporation of Bootle-cum-Linacre.

15. In the construction of the railways and works and exercise of the powers in the borough of Bootle-cum-Linacre by this Act authorised the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Bootle-cum-Linacre (in this section called "the corporation") shall have effect (that is to say):

(1) In this section the "borough" means the borough of Bootle-cum-Linacre and the "railway" means any railway or work authorised to be made in the borough and "street" includes any street road highway lane bridge passage or place and the footways thereof respectively;

(2) The Company shall not break up any street or interfere with any sewer or drain until they shall have given to the town clerk at least three clear days notice in writing of their intention to commence the intended works accompanied by plans sections elevations and other necessary particulars showing the works proposed to be executed by the Company so

far as they affect the streets sewers and drains proposed to be interfered with;

(3) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration;

(4) The Company shall not stop up or interfere with the main sewer in Bedford Place until they shall have constructed such other sewer and works as shall in the opinion of the corporation be sufficient and effectual for carrying off the sewage of that part of the borough now drained by the said main sewer;

(5) Whenever it may be necessary in the execution of the works authorised by this Act or otherwise in relation thereto to interrupt or interfere with any other existing sewer or drain the Company shall before interrupting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain which may be interrupted or interfered with and such sewer or drain or substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with and in such manner and with such means of access thereto as shall be reasonably approved by the corporation;

(6) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer or drain the Company shall repay to the corporation such additional cost;

(7) If by reason of the execution of any of the powers of this Act any increased length of sewers or drains shall become necessary the same shall be constructed by the corporation at the expense of the Company;

(8) The corporation may at their own cost from time to time lay down any sewer or drain at right angles under the railway and works of the Company and for those purposes or for the necessary repair or inspection of the same may break up the soil or surface of the railway and works But all works done by the corporation by virtue of the power hereby conferred shall be done under the superintendence and to the reasonable satisfaction and according to such plans in such manner and at such times only as shall be reasonably approved by the engineer

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of the Company and shall also be so done as not to interrupt the traffic passing on the railway;

(9) The bridge for carrying the railway over Marsh Lane shall be constructed of one span of not less than forty-five feet with a clear headway throughout the whole length and width of the bridge of not less than sixteen feet above the roadway as altered under the powers of this Act;

(10) The Company shall carry the railway over Strand Road by means of a bridge of one span of not less than forty-five feet with a clear headway throughout the whole length and width of the bridge of not less than sixteen feet above the present level of the roadway and after the widened railway is completed and opened for traffic the Company shall within twelve months pull down and reconstruct the existing bridge with the same span and headway as the widened bridge and the width of the two bridges together shall not exceed sixty feet;

(11) The bridge for carrying the existing railway and the railway hereby authorised over Merton Road shall be constructed of one span of not less than sixty feet with a clear headway throughout the whole length and width of the bridge of not less than 15 feet above the present roadway the level of which shall not be altered;

(12) The abutments and foundations of every bridge for carrying the railway over any street shall be carried for such a depth not exceeding fifteen feet below the surface of the street as shall be necessary to admit of the constructing laying down renewing and maintaining of sewers and drains The Company shall construct and maintain on each side of every such bridge and for a distance of eight yards beyond each end thereof a close screen of not less than six feet in height above the surface of the rails on each such bridges Every such bridge shall be constructed and maintained so as to prevent as far as practicable the dripping of water on the street and every such bridge which shall exceed fifty feet in width shall be lighted by and at the expense of the Company to the reasonable satisfaction of the corporation;

(13) The bridge or covered way for carrying Saint John's Road over the branch railway shall be between the parapets thereof of the full width of such road including the areas of houses therein and the surface of the road shall be sewered levelled paved metalled flagged channelled and made good by the Company to the like satisfaction Every bridge for carrying any street over the railway shall be constructed with proper provisions to the reasonable satisfaction of the corporation so

as to admit of easy access to any sewers or drains which may be placed upon or under any such bridge;

(14) The Company shall construct and maintain on each side and for the full length of every bridge or viaduct carrying any street over the railway and works a substantial close parapet screen not less (except with the consent of the corporation) than eight feet in height above the level of the footway on such bridge or viaduct;

(15) The Company shall construct a close screen not less than eight feet in height (except with the consent of the corporation) along the boundary of the railway where the same is in open cutting and shall abut upon any street and shall also close fence any land of the Company which shall abut upon any street;

(16) All parapets and screens made by the Company abutting upon any street shall be constructed in such manner as the corporation shall reasonably approve and shall not be used for the posting of bills or advertising purposes;

(17) The Company shall not stop up the level crossing at Lydiate Lane until they shall have made formed and levelled to the satisfaction of the corporation the bridges for carrying the railway over the intended Knowsley Road such bridges to be constructed in the manner prescribed by sub-paragraphs one and two of the provisions for the protection of the Earl of Derby herein-before contained;

(18) The paving and other materials of all streets within the borough which under the provisions of this Act shall become vested in the Company shall notwithstanding such vesting belong to the corporation who shall be at liberty to take up and remove the same;

(19) The corporation and the Company may enter into and carry into effect agreements for any variation in the works to be done under this section or in the mode of executing the same;

(20) Whenever the Company become possessed of any property assessed or liable to be assessed to any rate leviable within the borough then and until the works to be constructed under this Act be so far completed as to be assessable to such rate the Company shall make good the deficiency in the assessments for such rate by reason of such property being taken or used by them for the purposes of this Act and the deficiency shall be computed according to the rental at which such property shall be rated at the passing of this Act;

(21) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the

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provisions of this Act relating to works to be executed and powers to be exercised in the borough or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

As to stopping up &c. of footways in Litherland and Bootle.

16. And whereas it is in contemplation to make a road from Linacre Road in the said township of Litherland to be carried under the railway secondly by this Act authorised and under the existing railway of the Company in the said township of Bootle-cum-Linacre by bridges which the Company have by this Act undertaken to construct therefore so soon as the Company shall have constructed the westernmost of the said bridges and they shall also have made and completed the new footpath in the township of Bootle-cum-Linacre along and on the western side of the said connecting line when constructed in the course shown by a red line on a plan signed in triplicate by the Right Honourable Lyon Playfair the Chairman of the Committee to which the Bill for this Act was referred and deposited as to one copy in the Private Bill Office of the House of Commons as to another copy at the office of the clerk to the said local board and as to the third copy at the principal office of the Company they may divert under the westernmost of the said bridges the footpath coloured black on the said plan and they may stop up in the township of Bootle-cum-Linacre the crossing of that footpath on the level over their existing railway and may also stop up the footpaths coloured blue on the said plan and so soon as the said road shall have been completed they may stop up the footpath coloured green on the said plan and upon such diversion and stopping up respectively all rights of way in and over the parts of the said footways so diverted or stopped up as the case may be shall be extinguished and the site and soil of so much thereof respectively as is situate between the fences of the Company and as is not now vested in them shall thereupon vest in the Company.

For protection of the corporation of Liverpool.

17. In constructing within the city of Liverpool the works by this Act authorised the Company shall notwithstanding anything in this Act conform to and observe the following provisions regulations and restrictions and the same shall (save so far as may at any time hereafter be agreed between the corporation and the Company) have effect within the said city (that is to say) :—

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(1) Within two years after the passing of this Act the Company shall widen the following streets to the extent and in the manner herein-after mentioned (that is to say) :

Streets.

(i.) Love Lane on the west side thereof between Chadwick Street and Whitley Street so that when widened it shall

not be less than forty-eight feet in width at its junction with Chadwick Street increasing to not less than fifty-four feet in width at its junction with Little Howard Street and continuing thence of a uniform width not less than fifty-four feet to its junction with Whitley Street as widened and the junction of Love Lane with Whitley Street shall be effected by a curve with a radius of not less than twenty-five feet;

(ii.) Whitley Street on the south side thereof so as to make the same of a uniform width of not less than sixty feet from Love Lane to the western side of the premises of the Company including and beyond the existing railway arches of the Company Provided that the Company shall not be required to take down or alter the arches of the existing railway across Whitley Street;

(iii.) Derby Road on the west side thereof between Bankfield Street and Brunswick Place to the extent of eight feet;

(iv.) Brunswick Place on the south side thereof between Derby Road and Regent Road to the extent of ten feet.

And the Company shall pave flag and channel the widened portions of such streets respectively to the reasonable satisfaction of the corporation.

(2) The Company shall not make any openings for loading doors in any building or wall towards the widened part of Derby Road unless recesses to the extent of ten feet at least from the improved line of Derby Road shall be made under each loading door in which carts or other vehicles can stand without interfering with the traffic in the widened part of Derby Road.

(3) Notwithstanding anything contained in this or the incorporated Acts or anything shown on the deposited plans and sections the levels of the carriageway and footway respectively of any part of Derby Road when altered and paved and flagged by the Company in pursuance of this Act shall not be more than one foot above the present levels of the said carriageway and footway respectively and the alteration of the level of the said carriageway shall be so carried out that the gradient thereof when paved and completed shall not be steeper than one in one hundred and forty for a distance of sixty-two yards in a southwardly direction from the centre line of the railway of the Company where it passes under the said street and so that the carriageway of the said street in a northwardly direction from the centre line of the said works shall be level for a distance of eighty-eight yards.

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(4) The arch or girder bridge carrying Derby Road over the proposed branch railway shall be constructed of sufficient strength in the opinion of the city engineer to carry the roadway with the maximum weight likely to pass over it.

(5) In the event of the tramways authorised to be constructed in Derby Road being laid down before the execution of the works of the Company they shall not without the consent of the corporation and of their lessees the Liverpool United Tramways and Omnibus Company (herein-after called "the tramways company") interfere with the free use of any of such tramways except so far as may be temporarily necessary for the construction of the arch or girder bridge carrying Derby Road over the proposed branch railway as authorised by this Act and the works in connexion therewith and the Company shall compensate the corporation and their lessees for all loss damages and expenses sustained by them respectively through the diversion of the said traffic over any substituted route or by the interruption thereof such compensation to be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 and the Company shall pay to the corporation all costs charges and expenses of and incidental to providing constructing and maintaining a substituted tramway route and laying and maintaining rails thereon during the time the said tramways or any portion thereof are or is interrupted or interfered with and also all costs charges and expenses of the re-construction and relaying of the tramways so interrupted or interfered with and the corporation may recover all such costs charges and expenses in any court of competent jurisdiction.

(6) In widening the existing railway where the same crosses Chadwick Street and in constructing the railway described in subsection (1) of section 5 of this Act the Company shall leave continuously uncovered and uninterfered with not less than eighty-seven feet in length of the space between the western side of the said railway described in the said subsection (1) and the east side of the said existing railway when widened.

(7) If in executing the works authorised by this Act the footbridge in continuation of Glendower Street be removed the Company shall construct and at all times thereafter maintain and light to the satisfaction of the corporation a good and sufficient footbridge with approaches in lieu thereof so as to form a communication between Saint John's Road and Oriel Road as near as practicable to the site of the existing footbridge

the said substituted bridge to be in accordance with a plan to be approved by the city engineer.

(8) Before the Company shall stop up or appropriate the site of Ceres Street they shall form and dedicate to the public a new street of the same width as and in direct continuation of Ariel Street from Saint John's Road to Brazenose Road and shall sewer level pave flag and channel the same to the reasonable satisfaction of the corporation and shall also construct a proper and sufficient footbridge and footway over the Leeds and Liverpool Canal commencing at the west end of Ivor Street and terminating by a junction with Forth Street.

(9) Every bridge carrying any railway of the Company over any street or road shall be a flat girder bridge of one span of the full width of such street including the footways thereof and so constructed that there shall be at least sixteen feet and six inches from the surface of the carriageway to the underside of the girder and the parapet walls of every such bridge shall be not less than eight feet in height and every such bridge shall as far as practicable be made and maintained at all times water-tight and free from droppings of water on the street or road below and shall in all other respects be kept in complete repair.

(10) Every bridge or viaduct intended to carry or continue any street road or passage over any railway of the Company shall be constructed to the reasonable satisfaction of the corporation and each such bridge or viaduct shall be of the full width between its parapets of the street road or passage which it is intended to carry or continue over the railway including the footways thereof and shall have proper provisions (to the like satisfaction) for carrying water and gas mains and so as to admit of ready access thereto.

(11) The Company shall construct and maintain on each side of such part of the railway described in subsection (1) of section 5 of this Act as adjoins or abuts on or is distant not more than thirty feet measured horizontally from any street or road and on each side of the bridge carrying Derby Road over the proposed branch railway a substantial parapet or close screen not less than eight feet in height above the level of the rails.

(12) The parapets of any bridge carrying a street or road over the railway shall not be used for the posting of bills or placards or other advertising purposes.

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(13) The Company shall provide and maintain in each part of every street or road over which a bridge is to be constructed or an existing bridge widened for the purpose of effectually lighting the portions of the street or road now or hereafter to be covered over such additional lamps with gaslight as shall be required and in such positions as shall be approved by the Corporation each burner burning not less than five cubic feet of gas per hour and shall keep the same lighted with gas continuously during the night and during such portion of the day as shall from time to time be prescribed by the corporation in the months of January February November and December in every year.

(14) The Company shall not without the consent of the corporation signified in writing under the hand of the town clerk temporarily close any street road passage or place or construct any works or perform any operations which may obstruct the traffic along such street road passage or place.

(15) In all cases where streets roads passages or places are temporarily closed or diverted the Company shall provide accommodation for the traffic and access to houses and other places with proper fences and lights to the reasonable satisfaction of the corporation and shall maintain such accommodation and access fences and lights to the reasonable satisfaction of the corporation.

(16) Where the surface of any street road court passage or place not authorised to be stopped up under the provisions of this Act has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised with the consent aforesaid the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface so interfered with or disturbed and so much of the surface of any other street road court passage or place adjoining such street as aforesaid as it shall be rendered necessary to alter by such interference and shall maintain in efficient repair the said surface for twelve months to the like satisfaction.

(17) In every case where the level of any street road court passage or place not authorised to be stopped up under the provisions of this Act is altered by the Company the portion of any such street road court passage or place of which the level shall be altered and which is now paved flagged and channelled shall be paved flagged and channelled and the portion of any such street

road court passage or place which is not paved flagged or channelled shall be restored to as good a condition as the same was before such alteration and in all respects completed at the expense of the Company and to the reasonable satisfaction of the corporation.

(18) Before interfering with any street road court passage or place for the purpose of altering the line or level thereof in accordance with the provisions of this Act the Company shall give to the corporation seven days previous notice in writing and the work shall be done under the direction and to the reasonable satisfaction of the corporation.

(19) The Company shall not without the previous consent of the corporation signified in writing under the hand of the town clerk stop up or permanently close any street road court passage or place within the limits of deviation shown on the deposited plans except such as are shown on such plans to be stopped up.

(20) The Company shall not without the consent of the corporation signified in writing under the hand of the town clerk construct in any street any shaft eye or other work.

(21) The Company shall as and when required by the corporation signified in writing under the hand of the town clerk remove any eye shaft or other work which may with the consent of the corporation have been constructed in any street and well and sufficiently to the satisfaction of the corporation restore the surface of such street and maintain in efficient repair the said service so restored for the period of twelve months to the like satisfaction.

(22) If the Company shall make at any point of their works adjoining or abutting on any public street or road (other than Derby Road for which special provision is herein-before made) any doors or openings into or from which any goods or merchandise for conveyance by their railways or for delivery shall be received or delivered they shall before constructing any such doors or openings into such street or road set back their wall or building for a space of ten feet for the whole distance along which such doors or openings are made in order that carts or other vehicles may stand thereon while receiving or delivering goods at the said doors or waiting to receive or deliver goods without obstructing such street or road.

Sewers and drains.

(23) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall before intercepting or interfering with such existing sewer or drain construct at their own expense according to a plan to be prepared by the

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city engineer a sewer or drain in lieu of and of not less than equal capacity with the sewer or drain so proposed to be interrupted or interfered with and every such substituted sewer or drain shall be connected by and at the expense of the Company with such convenient sewer or drain as shall be approved by the corporation.

(24) Where by reason of the execution of any of the powers of this Act it becomes in the opinion of the corporation necessary to obtain access to any existing or substituted sewer or drain through any property or works of the Company the Company shall when required by the corporation make and maintain such access and the corporation shall by their officers workmen and servants be at liberty at all times to use the same for any purpose for which it may be necessary.

(25) In constructing the works authorised by this Act the Company shall not permanently alter or divert any sewer laid down in any street but the Company shall carry the same over and across their railway and cuttings at their present or such other levels and inclinations as shall in the opinion of the city engineer be sufficient and effectual for the purpose by means of brick or iron sewers the internal dimensions of which shall not be less than those of the existing sewers and such sewers shall be constructed to the reasonable satisfaction of the corporation.

(26) If by reason of the execution of any of the powers of this Act any additional sewers or drains or any increased length or alterations of sewers or drains or any manholes airholes or other works or conveniences connected therewith shall become necessary the same shall be constructed by and at the expense of the Company of such capacity according to such plans and in such manner as shall be reasonably approved by the corporation.

(27) If by reason of the execution of any of the powers of this Act any sewer be absorbed and discontinued and no sewer in lieu thereof is necessary to be constructed the Company shall pay to the corporation the proportion of the original loan for constructing such sewer which shall then remain outstanding and unsatisfied.

Water mains and pipes.

(28) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive except the word "eighteen" in section 20 which shall for the purposes of this Act be read as "thirty" shall apply to the water mains and pipes of the corporation and whenever in those sections the word "company" or "society" is used the same shall for all

the purposes of this Act be held to extend to and include the corporation.

(29) Wherever the mains or water pipes of the corporation shall be severed or interfered with by the works authorised by this Act and wherever it is necessary for the maintaining the supply of water to lay additional mains or water pipes such additional mains or water pipes shall previous to the severance or interference be made by the corporation at the expense of the Company.

(30) If by reason of the execution of any of the powers of this Act any increased length of mains or water pipes shall become necessary the same shall be laid down by the corporation at the expense of the Company according to such plan and in such manner as shall be approved by the corporation.

(31) Wherever by the appropriation or destruction of property by this Act authorised any mains or water pipes laid for the supply of such property shall be rendered unnecessary the Company shall pay to the corporation the cost of laying an equivalent length of main or water pipe and the cost of the works required for the discontinuation of those mains or water pipes rendered unnecessary to such amount as shall be estimated by the water engineer and the mains and water pipes so rendered unnecessary shall be the property of the Company.

General.

(32) Where by reason of the execution of any of the powers of this Act it becomes in the opinion of the corporation necessary or desirable that any lands of the Company should be fenced off from any street or road fronting adjoining or abutting thereon the Company shall inclose such lands with walls or suitable fencing such walls or fencing to be built or constructed to such height as the corporation may require and in all other respects to their satisfaction.

(33) The Company shall not without the consent of the corporation under the hand of the town clerk use gunpowder or any other explosive substance in the construction of any portion of the works and the corporation are hereby authorised to give the required consent subject to such conditions as to them may seem expedient and subject to the payment and satisfaction by the Company of all damages costs and expenses to be sustained or incurred by any person or persons by the use of gunpowder or any other explosive substance such damages to be recoverable in any court of competent jurisdiction.

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(34) In any case where any house or other building intended to remain standing shall be severed by the Company the Company shall to the reasonable satisfaction of the corporation build up or repair such house or building so as to prevent any unsightly appearance.

(35) Whenever by this Act it is provided that anything may be done with the consent or approval of the corporation or shall not be done without such consent or approval such consent or approval may be given subject to such reasonable conditions and provisions as the corporation may think fit to make and the giving of such consent or approval shall not prejudice any right of the corporation (except as may be provided thereby) or of any other body corporate or person to compensation under the provisions of the Act or of the incorporated Acts.

(36) The Company shall from time to time pay to the corporation all sanitary and other municipal rates leviable by or payable to the corporation upon the respective assessments of any lands or property shown on the deposited plans or a proportion of such rates respectively from the time such lands or property shall be acquired by the Company until the Company's works are completed and assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down.

For protection of the Leeds and Liverpool Canal Company.

18. For the protection of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (in this section called "the Leeds and Liverpool Canal Company") the following provisions shall (unless otherwise agreed between the Leeds and Liverpool Canal Company and the Company) have effect (to wit):—

(a) Notwithstanding anything in this Act contained the Company in constructing the Railway No. 1 by this Act authorised shall not (except as herein-after mentioned) enter upon or take any land or property of the Leeds and Liverpool Canal Company other than the land and property coloured purple on a plan signed by the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred and deposited as to one copy in the Private Bill Office of the House of Commons as to another copy in the office of the Clerk of the Parliaments as to another copy being in the possession of the Company and a fourth copy in the possession of the Leeds and

Liverpool Canal Company and the Company shall not purchase or take compulsorily any more of the said property of the said Leeds and Liverpool Canal Company than shall be necessary for the sites of the piers or columns and of the abutment of the viaduct to be constructed by the Company as herein-after mentioned with an easement so far as may be necessary for the construction by the Company of the arches and coverings between such piers or columns and with the right to make and from time to time repair and maintain the bridge viaduct abutment and columns;

(b) The Company shall carry the said Railway No. 1 by this Act authorised through or over the Leeds and Liverpool Canal Company's property by means of a viaduct to be made as follows:—

(1) The piers or columns to the arches numbered on the said plan 1, 2, 3, 4, 5 and 6 coloured yellow on such plan shall be lengthened to the extent shown on the said plan by a red colour;

(2) The openings numbered on the said plan Nos. 1, 1a, 2, 3, 4, 5, and 6 shall be built with piers and arches and each of such openings shall be constructed to the extent shown by the red line on the said plan and the heights of the said arches between the piers or columns coloured red and yellow on the said plan shall not be less than the heights of the existing arches carrying the railway of the Company over the lands and property of the Leeds and Liverpool Canal Company;

(3) The abutment of the bridge for carrying the said Railway No. 1 over the Leeds and Liverpool Canal shall be constructed in the position and in the manner indicated by the yellow and red colour and marked with the word "abutment" on the said plan and so much of the proposed abutment as is coloured green on such plan shall be abandoned;

(4) The span of the bridge for carrying the Railway No. 1 by this Act authorised over the Leeds and Liverpool Canal as proposed to be diverted under the powers of this Act shall be sixty-six feet on the square and the headway of such bridge shall not be less than the headway of the existing railway bridge adjacent thereto over the canal.

The works necessary for carrying the said Railway No. 1 across the canal and towing-path works and lands of the Leeds and Liverpool Canal Company or any alterations in the works

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authorised by the Lancashire and Yorkshire Railway Act 1876 shall be executed so as effectually to prevent as far as practicable any leakage or dropping of water and according to plans and sections to be approved by and in all respects to the satisfaction of the engineer of the Leeds and Liverpool Canal Company.

(c) The Railway No. 3 by this Act authorised shall be carried under the canal and towing-path works and lands of the Leeds and Liverpool Canal Company according to such plans and sections as shall be agreed upon between the Company and the Leeds and Liverpool Canal Company and the Company may purchase and take and the Leeds and Liverpool Canal Company may and shall sell and grant accordingly an easement or right under the said canal and the towing-path at the said point of crossing;

(d) The tunnel and any other work to be made for the purpose of carrying the said Railway No. 3 under the canal and towing-path of the Leeds and Liverpool Canal Company shall be so constructed as to leave a space not less than six feet six inches in the clear measured perpendicularly between the upper surface of the said tunnel or other work and the level of the canal at the nearest bye weir and such tunnel or other work shall be constructed according to plans sections and specifications (showing fully the mode of construction and materials to be used) to be approved by and in all respects to the satisfaction of the engineer of the Leeds and Liverpool Canal Company;

(e) The Company shall at their own expense maintain the said tunnel and the other works in connexion therewith in perfect repair at all times unless they abandon the portion of the railway which passes under or across the canal and in either of those cases they shall (if required so to do by the Leeds and Liverpool Canal Company but not otherwise) fill up or remove to the satisfaction of the engineer of that company the said tunnel and other works at the expense of the Company;

(f) In constructing the said Railway No. 3 and the other works in the township of Bootle by this Act authorised affecting the Leeds and Liverpool Canal Company where the same shall pass over the Leeds and Liverpool Canal the Company shall construct the bridges and other works necessary for carrying out the works authorised by this Act according to such plans and sections as shall be agreed upon between the Company and the Leeds and Liverpool Canal Company and the Company may for such works purchase and take and the Leeds and Liverpool Canal Company may and shall sell and grant accordingly an easement or right

over the said canal and the towing-path at the respective crossings thereof;

(g) Except as aforesaid every bridge crossing the Leeds and Liverpool Canal shall be constructed so as not to contract the existing waterways and towing-paths of the canal at the respective points of crossing and the headway of every such bridge shall be not lower than the headway of the adjoining or nearest bridge carrying the railway over the canal;

(h) All plans sections and specifications by this section required to be approved by the said engineer shall be submitted for his approval not less than one month previous to the work being commenced and if for the space of one month after the same shall have been so submitted as aforesaid the said engineer shall fail to approve of such plans sections and specifications then the Company shall execute the said works according to such plans sections and specifications or any modification thereof as they may think fit;

(i) Subject as aforesaid nothing herein contained shall prevent the Company from entering on the lands and works of the Leeds and Liverpool Canal Company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section;

(k) The Company shall make good all damage that may be occasioned to the works or property of the Leeds and Liverpool Canal Company by the construction renewal or want of repair of any of the Company's works but

(1) In every case of pressing necessity; and

(2) In every other case if for seven days after notice in writing thereof given to the Company by the Leeds and Liverpool Canal Company the Company neglect to proceed with due diligence to make good such damage;

the Leeds and Liverpool Canal Company may if they think fit make good the damage and the amount expended by them in so doing shall be repaid to them by the Company;

(l) If and whenever by any act or omission of the Company any part of the canal or towing-path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal the Company shall pay to the Leeds and Liverpool Canal Company as or by way of ascertained damages the sum of one hundred pounds for every day during which the obstruction or damage shall continue and so in proportion for any less time than a day;

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(m) Provided that nothing in this Act contained shall prevent the Leeds and Liverpool Canal Company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damage that may be sustained by the Leeds and Liverpool Canal Company or such owner in consequence of the stoppage or hindrance to the traffic upon the canal or in consequence of the works to be executed by the Company or by the Leeds and Liverpool Canal Company for the Company under the provisions herein-before contained or by reason of any water oozing or escaping from the canal or on account of any other act or omission of the Company;

(n) If and whenever any damages or other sums payable by the Company to the Leeds and Liverpool Canal Company or any such owner as aforesaid are not paid on demand made on the secretary or clerk of the Company the same may together with costs of action be recovered against the Company in any court of competent jurisdiction;

(o) All questions and differences which may at any time arise between the Company and the Leeds and Liverpool Canal Company as to the construction or effect of sub-sections a, b, c, d, e, f or g of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Company and the Leeds and Liverpool Canal Company or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade by an application in writing of both or either of those companies and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the costs of the arbitration shall be in his discretion;

(p) Any agreement which may be entered into between the Company and the corporation of the city of Liverpool with respect to the execution of the diversion of the canal shown on the deposited plans and relative works shall not prejudicially affect any liability or obligation of either party thereto towards the Leeds and Liverpool Canal Company and notwithstanding any such agreement the said corporation shall remain responsible to the Leeds and Liverpool Canal Company for the observance and performance of the stipulations and engage-

ments to be by the said corporation observed and performed under the Liverpool Improvement Act 1878 and agreement scheduled thereto;

(q) Except as is by this Act otherwise expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the rights privileges property powers or authorities of the Leeds and Liverpool Canal Company. 41 & 42 Vict. c. lxv.

19. In carrying into effect the provisions of this Act within the district of the highway board of the Sefton district in this section called "the said board" the following provisions shall have effect (that is to say): For protection of the Sefton District Highway Board.

(1.) The Company may on payment by them to the said board of such sum of money as shall be agreed upon between the Company and the said board (such sum to be held by the said board for the purpose of improvements to Sherwood's Lane in the townships of Aintree and Fazakerley within the meaning of the 48th section of the Highway Act 1864) stop up the footpath over Nos. 3 and 4 in the township of Aintree shown on the deposited plan Provided always that the Company shall be under no obligation to see to the application of the sum of money paid by the Company to the said board for the purposes aforesaid; 27 & 28 Vict. c. 101.

(2) The Company shall make and maintain a bridge carrying the footpath leading from Smith's Lane in the township of Fazakerley through No. 3 in the township of Fazakerley and No. 9 in the township of Aintree shown on the deposited plan over the Aintree and Bootle branch of the Company's line and the railways sidings and works hereafter constructed by the Company upon the lands by this Act authorised to be acquired such bridge shall be six feet wide in the clear with sides six feet high with steps having thirteen inch treads and six inch risers with suitable hand rails;

(3) The Company shall before stopping up or in any way interfering with the existing footpath leading from Park Gate House to the boundary of the parish of Walton-on-the-Hill construct a footpath six feet wide between Captain's Lane on the north side of the Aintree and Bootle branch of the Company's line and the footpath leading from Musker's Bridge to Park Gate House parallel to the Company's railway and with suitable and convenient connexions with Captain's Lane and the said footpath leading from Musker's Bridge aforesaid and shall obtain to the satisfaction of the said board a valid dedica-

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tion to the public of the said footpath to be constructed by the Company;

(4) Upon constructing such footpath and obtaining such dedication as aforesaid and upon payment to the said board of such further sum as shall be agreed upon between the Company and the board (such sum to be held by the said board for the purpose of improvements of highways in that part of the township of Orrell and Ford called Orrell and in the township of Sefton within the meaning of the 48th section of the Highway Act 1864) the Company may stop up the road leading from Park Lane (Orrell) to Musker's Bridge aforesaid and also the footpath leading from Park Gate House aforesaid over the said railway to the south side thereof and thence to the boundary of the parish of Walton-on-the-Hill Provided always that the Company shall be under no obligation to see to the application of the further sum of money paid by the Company to the said board for the purpose aforesaid;

(5) The whole of the works to be executed and done by the Company as aforesaid shall be completed to the reasonable satisfaction of the said board.

For protection of the corporation of Rochdale.

20. For the protection of the mayor aldermen and burgesses of the borough of Rochdale (in this section referred to as "the corporation") the following provisions shall have effect unless otherwise agreed on between the corporation and the Company (that is to say):

(1) "The plan" means a plan signed in triplicate by the Right Honourable Lyon Playfair the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred and deposited as to one copy in the Private Bill Office of the House of Commons as to another copy in the office of the Clerk of the Parliaments and as to the third copy at the office of the town clerk of the said borough;

(2) The widening of the bridge which carries the railway over Moss Lane shall be made on the northerly side of the railway and by means of straight girders of one span and the widened part shall have a headway of not less than eleven feet throughout from the present surface of the road;

The width of the said road under the said widened part shall not be less than it is at present and no abutments projections or obstructions shall be placed thereon;

The portion of the road under the widened part of the said bridge shall be paved and shall have a flagged footway four feet wide on the easterly side thereof;

(3) As soon as the widening of the railway on the northerly side thereof and eastward of Oldham Road shall have been completed the Company shall construct on the northerly side of the widened part from Moss Lane to join the footway on the easterly side of Oldham Road a flagged footway not less than six feet wide throughout and open from the ground upwards and shall dedicate the same to public use;

(4) The widening of the bridge which carries the railway over Oldham Road shall be effected in one span from the easterly extremity of the raised footpath on the easterly side of such road to the westerly extremity of the footpath on the westerly side of such road by means of flat girders and shall have headways thereunder above the level of that road and the footpaths thereof respectively not less throughout than the present greatest headways under the existing bridge above the said road and footpaths respectively and should it be necessary in order to obtain such headways to lower the said road and footpaths or any of them the gradient or gradients of the said road and footpaths so respectively lowered and running in a northerly direction from the outer side of such widening shall not be made steeper than the gradient or gradients of such road and footpaths respectively now is or are;

(5) The Company shall make and dedicate to public use a new street (as coloured yellow and blue on the plan and thereon described as Higher Road) not less than twelve yards wide throughout from the Oldham Road across the Rochdale Canal and Richard Street to join the new street herein-after described from Milkstone Road and so to form therewith a continuous communication from the Oldham Road to Milkstone Road and constituting therewith approaches from the Oldham Road and Milkstone Road respectively to the intended new station of the Company at Rochdale;

(6) The widening of the railway and the said new street called "Higher Road" shall be respectively carried over Richard Street by one or more girder bridges of a single span and having a headway thereunder from the level of that street not less throughout than the greatest headway of the existing westerly arch now carrying the railway over that street and should it be necessary to lower the level of Richard Street in order to obtain such headway the gradient thereof on the northerly side shall not be made steeper than one in thirty-four;

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The roadway and footway respectively of Richard Street under the easterly archway of the existing bridge carrying the railway thereover and thence along that street in both directions shall be lowered to the level of the roadway and footway respectively under the westerly arch of that bridge so that the gradient of the altered street shall not be steeper in a northerly direction from the northerly side of such widening than one in thirty-four nor steeper in a southerly direction from the southerly side of the said railway than the gradient of the said street running in the same direction from the said westerly arch now is;

(7) The Company shall make and dedicate to public use a new street (as coloured yellow and blue on the plan and thereon called "Lower Road") not less than thirteen yards wide throughout from Richard Street to join the said new street from Milkstone Road and so as to form therewith a continuous communication from Richard Street to Milkstone Road;

(8) The Company shall make and dedicate to public use a new street (as coloured yellow and blue on the said plan) of the width shown on the plan from Milkstone Road to join the Higher Road and Lower Road respectively before mentioned;

(9) The Company shall widen Milkstone Road on both sides thereof where it abuts on their property in manner shown by the colour green on the plan so as to have a width throughout for the extent of such property of not less than twelve yards and shall make on either side of that road for such extent a flagged footway not less than seven feet and six inches wide;

(10) The widening of the bridge which carries the railway over Milkstone Road so widened shall be by a flat girder bridge or flat girder bridges of a single span having a headway thereunder of not less throughout than the greatest headway under the existing bridge carrying the railway over that road and if it should be necessary to lower the level of the said road in order to obtain such headway the gradient of the altered road from the outer sides of such widenings and of any adjoining street communicating therewith which it may be requisite to alter in consequence of such lowering shall not be made steeper than one in twenty;

(11) The Company shall make flag and dedicate to public use two new footways not less than six feet wide throughout The one from Milkstone Place to Milkstone Road along the northerly side of the said widening and the other from Mere Lane lower

side to Milkstone Road along the southerly side of the said widening;

Each of the said footways may have not more than twenty steps down to Milkstone Road and shall be in lieu of and in substitution for the existing footways from Milkstone Place and Mere Lane lower side respectively to Milkstone Road;

(12) If the Company widen the bridge which carries the railway over Boundary Street they shall so widen the said bridge on the southerly side thereof and by means of flat girders of one span having a headway thereunder from the present level of that street not less than the greatest headway of the existing bridge thereover and if it should be necessary in order to obtain such headway to lower the level of the said street the gradient of the altered street and of any street communicating therewith which it may be requisite to alter in consequence of such lowering shall not be steeper than one in twenty The Company shall construct on either side of the said street where widened a flagged footway not less than seven feet and six inches wide;

(13) As soon as the Company shall have completed the widening of the bridges carrying the railway over Richard Street Milkstone Road and Boundary Street respectively they shall pull down and remove the existing bridges over those respective streets and replace them by flat girder bridges of a single span so as to be continuous with the said respective widened parts and so that no part or parts of abutments or projections of existing bridges shall be or remain in or beyond the line of street under such widened parts;

(14) The Company shall face the abutments of both sides of the bridges as widened which carry the railway over Moss Lane Oldham Road Richard Street Milkstone Road and Boundary Street respectively with white enamelled bricks and shall provide and keep lighted to the reasonable satisfaction of the corporation both by day and by night a sufficient number of lamps thereunder;

(15) The said several bridges shall be constructed and maintained as far as practicable drop dry;

(16) The Company shall indemnify the corporation against all reasonable claims for compensation for injury done to any adjoining property by reason of any alteration of levels of any street in which the same abuts;

(17) The said new streets respectively shall be constructed in their several parts of the inclinations shown in that behalf on the plan and the said new streets and such parts of existing streets

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as lie under any of the said bridges and such parts of existing streets as shall be altered in level under the powers of this Act shall be formed paved flagged channelled kerbed sewered drained and completed in all respects to the reasonable satisfaction of the borough surveyor of the said borough and all alterations of existing sewers and drains and all junctions of new sewers and drains with existing sewers and drains shall be made under his superintendence and to his reasonable satisfaction;

(18) The provisions of sections 18 to 23 both inclusive of the Railways Clauses Consolidation Act 1845 shall extend and apply to and in relation to the gas and water mains pipes and water pipes and apparatus of the corporation and to the service pipes therewith connected and in construing those sections for the purposes of this section the expressions "the company" and the "society" shall mean the corporation;

(19) All works done under the powers of this Act and affecting the corporation or their property or the streets and thoroughfares of the said borough shall be done wholly at the expense of the Company;

(20) The Company shall indemnify the corporation against all damage injury or loss which they may be put to or incurred by reason of any interruption to the drainage or in the supply of gas or water which may arise during or in consequence of the construction or failure of any works executed under the powers of this Act;

(21) The Company shall construct the new station and the entrance thereto and the exits therefrom so as to reasonably protect passengers from exposure to rain;

(22) The corporation and the Company may enter into and fulfil any agreement for or in relation to the alteration or mode of execution of the works by this section prescribed for the execution by the corporation of any such works;

(23) If any difference arise between the corporation and the Company touching anything to be done or not to be done under the provisions of this section such difference shall be determined by an engineer to be appointed (unless otherwise agreed on within one month after such difference shall have arisen) on the application of either party by the Board of Trade.

Company to construct bridge over the Rochdale branch of the Rochdale Canal.

21. And whereas the widening and improvement hereby authorised of a portion of the Company's main line of railway at Rochdale and a new public road by the side of the widened railway between Oldham Road and Richard Street in Rochdale are intended to be carried over the branch canal called the Rochdale branch of the

Rochdale Canal by a bridge on the north-west side of the said main line of railway in the township of Castleton in the county of Lancaster:

(1) Therefore the Company shall at their own expense build in a proper manner and to the satisfaction of the engineer for the time being of the Company of Proprietors of the Rochdale Canal (herein-after called "the Rochdale Canal Company") a good and substantial bridge over the said branch canal and the towing-path thereof at the place aforesaid where the said widening and improvement and new road are intended to cross the same over which bridge the said widening and improvement and new road shall be carried and the said bridge shall be constructed in conformity with the following regulations that is to say it shall be built of brick stone or iron or some or all of those materials the piers or abutments and foundations shall extend and be made to a sufficient depth below the bed of the branch canal the span of the bridge shall be such as to leave thereunder between the abutments a clear space of not less than fifty-five feet wide measured at right angles with the line of the said branch canal and such space shall be free and unobstructed for the navigation and towing-path in the present line thereof the underside of the girders of the bridge for its whole width shall be at least twelve feet above the surface of the water of the said branch canal according to the high-water level thereof at the point of crossing and the bridge shall have a close fence on the north-west side for its entire length not less than seven feet high above the level of the roadway.

Limit of width of bridge over Rochdale branch of Rochdale Canal.

(2) The width of the bridge hereby authorised to be constructed over the said branch canal and towing-path shall not without the consent of the Rochdale Canal Company under their common seal first obtained exceed one hundred and three feet measured in a north-westerly direction from the north-west side of the present bridge carrying the main line of railway of the Company over the said branch canal and towing-path.

Company to keep bridge over Rochdale branch of Rochdale Canal in repair.

(3) The Company shall at all times for ever after such bridge shall be built keep the same and any future bridge or bridges to be erected in lieu thereof (which future bridge or bridges shall be of the like dimensions and materials as are herein-before mentioned) in good and complete repair and of such dimensions and materials as aforesaid and in case of any want of repair thereto and notice thereof being given by the Rochdale Canal Company or their clerk or principal agent to the Company or their secretary then if the Company shall not within the space

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of six days after such notice commence such repairs and proceed therein with all reasonable expedition until the same shall be completed it shall be lawful for the Rochdale Canal Company from time to time to make all such repairs thereto as they may think necessary and all expenses thereof shall be repaid by the Company to the Rochdale Canal Company upon demand and in default of such payment the Rochdale Canal Company may sue for and recover the same against the Company by action in any court of competent jurisdiction.

Company may contract waterway temporarily during construction or repair of bridge.

(4) The Company shall be at liberty during the progress of constructing such bridge over the said branch canal and of the necessary repairs or renewal thereof from time to time to contract temporarily the waterway of the said branch canal but so nevertheless that they shall be obliged to leave an open and uninterrupted navigable waterway in the said branch canal of not less than twenty feet wide together with a sufficient towing-path along the same during the time of putting in the foundation of the said bridge which time shall not exceed twenty-one days nor shall there be less than twenty-five feet for the said waterway and six feet for the said towing-path left during the remainder of the period of constructing or repairing or renewing such bridge.

Provision in case of obstruction of Rochdale Canal.

(5) If by or by reason or in execution of any of the works by this Act authorised or by reason of the mode of construction or by the state of repair of the said bridge or of any of the slopes banks or walls of the said railway near the said branch canal or from any other reason connected with the formation of the said railway widening and improvement and new road respectively or from any act or omission of the Company or their agents or servants it shall happen that the said branch canal or the towing-path thereof shall be so obstructed that boats barges or other vessels navigating or using the said branch canal shall not be able to pass along the same or in case the navigable waterway and towing-path thereof or the space under the aforesaid bridge shall at any time be contracted to a less width or height than is herein prescribed then and in any such case the Company shall pay to the Rochdale Canal Company as or by way of ascertained damages the sum of ten pounds for every hour during which any such impediment shall continue and in default of payment of the said sum or sums as the case may be on demand made on the treasurer or secretary of the Company the Rochdale Canal Company may sue for and recover the same together with full costs of suit against the Company by action

in any court of competent jurisdiction Provided always that nothing herein contained shall authorise the Company to obstruct impede or interfere with the navigable waterway or towing-path of the said branch canal at any time or in any manner without giving to the Rochdale Canal Company or their clerk fourteen days notice of the intention of the Company so to obstruct impede or interfere with the same Provided also that nothing herein contained shall extend to prevent the Rochdale Canal Company from recovering against the Company any special damage that may be sustained by them on account of any act or default of the Company in respect of which the said sum in the nature of liquidated damages is hereby made payable beyond the amount thereof and they are hereby authorised to sue for and recover such special damage accordingly but in every case where the sum in the nature of liquidated damages herein-before made payable shall have been paid by the Company and any action for special damage shall be brought as above mentioned then the said sum so paid shall be deemed and considered as payment on account of such special damage and credit shall be given by the court before whom such action shall be tried for any sum or sums of money so paid by the Company and the same shall be deducted from the amount of special damages to be recovered and in case the amount of special damages recovered shall not exceed the sum or sums so paid then and in such case judgment shall be given for the Company.

Company not to alter line or level or obstruct navigation of Rochdale Canal.

(6) It shall not be lawful for the Company or any person in execution of this Act to alter the line or level of the said branch canal or the towing-path thereof or any part thereof respectively or (save temporarily for the purposes of the aforesaid crossing and to the extent herein expressly authorised) to contract the width of the same respectively or obstruct the navigation of the said canal or of any part thereof or interfere with or injure any of the works thereof and it shall not be lawful for the Company by the exercise of any of the powers by this Act given to the Company (save for the purpose and to the extent aforesaid) to take use damage pass along or interfere with any of the works of or belonging to the Rochdale Canal Company or any part thereof without the consent of the Rochdale Canal Company under their common seal first had and obtained.

Canal Company not liable to repair of bridge for public road.

(7) Notwithstanding anything in any Act relating to the Rochdale Canal contained the Rochdale Canal Company shall not be liable to repair the bridge for the said new public road

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or any wing wall rampart or side bank thereof or approach thereto.

Company to acquire easement only over Rochdale Canal and towing-path.

(8) Notwithstanding anything in this Act or the Acts incorporated therewith contained the Company shall acquire an easement only over such part of the branch canal and towing-path of the Rochdale Canal Company as may be necessary for the works hereby authorised to be constructed over the said branch canal and towing-path.

Not to affect rights of the Rochdale Canal Company.

(9) Nothing in this Act contained shall extend to take away diminish alter prejudice or affect any of the rights privileges powers or authorities vested in the Rochdale Canal Company except as is expressly enacted by this Act.

Further works by the Company.

22. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and may stop up and appropriate the sites of such streets roads and footpaths as are included within the limits of the lands shown on the said plans as intended to be taken compulsorily under the powers of this Act and which shall be so taken and in addition to any other lands which they are by this Act authorised to acquire may enter upon and take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes making compensation in accordance with the Lands Clauses Consolidation Act 1845 to all parties injuriously affected by the exercise of the powers contained in this section :

Lostock Junction.

(*a*) The Company may divert at or near to Lostock Junction the highway leading from Chew Moor to Ryley Fold such diversion commencing in the township of Rumworth in the parish of Dean by a junction with the said highway at a point about 103 yards (measured in a southerly direction along the same) from the centre of Rumworth Mill Bridge and terminating in the township of Heaton in the parish of Dean in the same highway at a point about 114 yards (measured along the same in a northerly direction) from the centre of the six-foot way of the Bolton and Preston line of the North Union Railway Provided that notwithstanding anything shown on the deposited plans and sections the Company shall not construct any part of the said diverted road of a steeper gradient than one in twenty-five ;

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(*b*) They may also at or near to Lostock Junction make a new road commencing in the township of Lostock in the parish of Bolton-le-Moors in Lancashire in the road leading from Dean to Cromptons at a point about 50 yards north-westward of the level crossing of the said Bolton and Preston line thence continued in an eastward direction and parallel to the said line and terminating in the said township of Heaton in the diverted road herein-before authorised at a point about 35 yards eastward of Bessy Brook ;

(*c*) They may stop up and extinguish all rights of way in and over so much of the highway leading from Chew Moor to Ryley Fold including the level crossings of the Liverpool and Bury and of the Bolton and Preston Railway at the Lostock Junction Station as lies between the southern fence of the said Liverpool and Bury line at the Lostock Junction Station and a point 101 yards measured in a northerly direction along the said highway from the said fence And they may also stop up and extinguish all rights of way in and over so much of the road leading from Dean to Cromptons (including the level crossings of the said Liverpool and Bury line and of the Bolton and Preston line) as lies between the point where such road effects a junction with the before-mentioned highway leading from Chew Moor to Ryley Fold and a point about 60 yards measured along the said road in a north-westerly direction from the level crossing thereof of the said Bolton and Preston line so much of the site and soil of the said level crossings respectively as lies between the fences of those railways so far as the same is not so vested already is hereby vested in the owners of those respective lines of railway ;

(*d*) They may in the township parish and borough of Blackburn in Lancashire widen on the north-westerly and on the south-easterly sides the bridge now carrying the Company's railway over Park Road Great Bolton Street and Darwen Street at the junctions thereof respectively and they may widen on the north-westerly and on the south-easterly sides the bridge now carrying the Company's railway over George Street ; Blackburn.

But the powers herein contained shall not be exercised after the expiration of two years from the passing of this Act Provided that notwithstanding anything to the contrary in this Act contained the following provisions in relation to the widening of the bridge now carrying the Company's railway over Park Road Great Bolton Street and Darwen Street shall unless otherwise agreed between the Company and the mayor aldermen

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and burgesses of the borough of Blackburn (herein-after called "the corporation") have effect for the protection of the corporation—that is to say:

(1) They shall widen the said bridge on its north-westerly side to a sufficient width to carry two additional lines of rails and no more but shall not in any case exceed an additional width of twenty-five feet and they shall widen the said bridge on the south-easterly side to a sufficient width to carry one additional line of rails and no more;

(2) The north-westerly girder for the widening of the said bridge shall be a single span lattice girder and the south-easterly girders for the said widening shall also be lattice girders and the said girders respectively shall be properly screened to the satisfaction of the Corporation and the remainder of the said existing and widened bridges shall be constructed with flat girders which with the south-easterly lattice girders shall be supported by not more than eight columns to be placed in such positions respectively as shall be agreed upon between the Company and the corporation;

(3) The whole of the existing pier between Park Road and Great Bolton Street shall be removed by the Company so as that the site thereof except the portion thereof which shall be occupied by the said columns may be dedicated to and as part of the public street and thereafter such site shall vest in the corporation;

(4) The lower booms of the said girder bridges shall be as little below the existing rail level as possible;

(5) The Company shall not widen the said bridge on its north-westerly side without at the same time widening the said bridge on its south-easterly side but shall carry out the widening of both sides of the said bridge and the reconstruction of the existing bridge and removal of the said pier simultaneously and as a whole;

(6) If any difference arises between the Company and the corporation with respect to any of the matters provided for by this enactment such difference shall be settled by an engineer to be appointed by the Company and the corporation or if they cannot agree then by an engineer to be appointed as sole arbitrator by the Board of Trade under the provisions of the Railways Clauses Consolidation Act 1845.

Accrington.

(*e*) The Company may widen on both sides the bridge carrying the Company's railway over Willow's Lane in the township of

Old Accrington in the parish of Whalley in Lancashire and the Company and the mayor aldermen and burgesses of the borough of Accrington and any landowner or landowners or any or either of the said parties may enter into and fulfil contracts and agreements for and in relation to or consequent upon the construction of the said work and the execution of any matters incidental thereto;

Cleckheaton.

(*f*) The Company may execute the following works and exercise the following powers in the township of Cleckheaton in the parish of Birstal in the west riding of Yorkshire:

(1) They may make a new road commencing in and out of Toft Street about 87 yards westward of its junction with Northgate and terminating in Toft Street about 93 yards southward of Wickliffe Street and the Company may stop up and appropriate to their own use and all rights of way in and over the site and soil of so much of Toft Street as lies between the commencement and termination of the proposed new road are hereby extinguished They may prohibit the use of and if they think fit may remove the footbridge over their railway and the works connected therewith commencing at Toft Street passing over the Company's railway and terminating by a junction with Toft's Road;

(2) They may make a new road commencing at the junction of Wickliffe Street aforesaid with Mount Street and passing in a westerly direction over the Company's railway and terminating in Wickliffe Street near the north-east corner of Belle Vue;

(3) They may prohibit the use of and if they think fit remove the bridge carrying Wickliffe Street over their railway and over the works connected therewith;

And the Company and the Cleckheaton Local Board may enter into and fulfil contracts and agreements for and in relation to or consequent upon the before-mentioned matters.

For protection of the corporation of Bolton.

23. For the protection of the mayor aldermen and burgesses of the borough of Bolton (in this section called "the corporation") the following provisions shall unless otherwise agreed on between the corporation and the Company have effect that is to say:

(1) The Company shall lay along the deviation by this Act authorised of the highway leading from Chew Moor to Ryley Fold a new 9-inch water main and shall connect the same at either end with the existing water main there of the corporation and they shall also lay along the new road to be constructed under the powers of this Act in the said township of Lostock

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in lieu of the portion by this Act authorised to be stopped up of the said road leading from Dean to Crompton's a new 4-inch water main and shall connect the same at the western end thereof with the existing water main there of the corporation and at the eastern end thereof with the before-mentioned new 9-inch main.

(2) The Company as soon as they shall have laid the said new water mains and made the said connexions may remove so much of the existing water mains as are laid in the said portions of the said highway and road to be deviated and stopped up respectively making effectual provision against any loss or leakage of water which might arise by reason of such removal The mains so removed shall become the property of the Company.

(3) The said new mains shall be laid at such depth and in such manner as to protect them from the influence of frost and from the passage of all traffic thereover.

(4) All works to be done by the Company under the powers of this section shall be done at their sole cost and risk in all things and under the superintendence and to the reasonable satisfaction of the waterworks engineer of the corporation and in accordance with plans sections and specifications to be submitted to him for his reasonable approval before the commencement of such works.

(5) The Company shall make good all damage done to the property of the corporation by reason of any interference therewith and shall make full compensation for all damage or loss which they may sustain by reason of any interference with the water mains and pipes of the corporation or with the private service pipes of any person supplied with water by them.

(6) If the Company or their contractors or any person in the employ of the Company or such contractors do any act whereby the supply of water shall be interrupted except during such time as shall be reasonably necessary for making such connexions as aforesaid the Company shall (in addition to any compensation they may be liable to pay under the foregoing provision in that behalf) forfeit to the corporation five pounds for every hour such interruption shall continue.

(7) All moneys payable to the corporation under this section may be recovered by the corporation with full costs of suit in any court of competent jurisdiction.

(8) The Company and the corporation may enter into and fulfil contracts and agreements for and in relation to the execution by the Company or by the corporation at the cost and in lieu

of the Company of any works affecting the property of the corporation and to be done under the powers of this Act.

(9) If any difference arise between the corporation and the Company touching this section or anything to be done or not to be done thereunder such question shall be determined by an engineer to be appointed (unless otherwise agreed on within one month after such difference shall have arisen) by the Board of Trade on the application of the corporation or the Company and the costs of the arbitration shall be borne as he shall direct.

For protection of Blackburn and Over Darwen Tramways Company.

24. The following provisions for the protection of the Blackburn and Over Darwen Tramways Company (in this section called "the tramways company") shall (unless otherwise agreed between the tramways company and the Company) be observed and carried into effect (that is to say):

(1) The Company shall from time to time be responsible for and make good to the tramways company all costs losses damages and expenses from time to time occasioned to that company or any of their works or property from the obstruction of the traffic on their tramways and from any damage to the works rolling stock and engines of the tramways company arising in the execution or from the failure of any of the works of or in any way connected with the widening of the bridge described in subsection (*d*) of section 22 of this Act or from any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the tramways company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission;

(2) If and as often as the Company take up or remove or interfere with any part of any street or road which the tramways company are liable to maintain or repair the Company shall with all convenient speed at their own cost restore and make good such parts of streets or roads so taken up removed or interfered with and any tramway or tramways laid down therein to as good a condition as that in which they were before the works of the Company were commenced and shall from time to time remove and clear away all paving or metalling and other material rendered superfluous by their works or operations and the Company shall for the period of three months after the restoration of any such part of any streets or roads so interfered with keep and maintain the same in good repair and

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condition to the reasonable satisfaction in all respects of the engineer of the tramways company but at their own cost Provided that if the Company shall fail from time to time within fourteen days from the receipt of notice in writing from the tramways company under the hand of their secretary to comply with the foregoing obligations it shall be lawful for the tramways company themselves to execute all works necessary therefor and to recover all costs charges and expenses they may incur or sustain in connexion therewith against the Company in any court of competent jurisdiction.

(3) If any difference or dispute shall arise between the engineer of the Company and the engineer of the tramways company as to the execution of the works to be done by the Company under the powers and provisions of this Act the same shall be from time to time referred to and settled by an engineer to be agreed upon between the Company and the tramways company or failing such agreement to be appointed on the application of either the Company or the tramways company by the President for the time being of the Institution of Civil Engineers and the costs of such arbitration shall be in the discretion of the arbitrator.

Power to deviate in construction of roads.

25. The Company in constructing the new roads and alteration of roads footpaths and streets herein-before authorised may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet but not so as to increase the rate of inclination as shown on the deposited sections of any new road footpath or street.

Substituted roads to be repaired &c. as existing roads.

26. Every substituted road or footpath constructed by the Company under the powers of this Act shall vest in and be repaired and maintained by the same persons as are now liable to repair and maintain the roads or footpaths for which they are substituted And the Company may agree with any such persons concerning such construction and maintenance.

Power to purchase additional lands.

27. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily and may hold for the improvement and enlargement of their railways stations and works and for the construction of new stations buildings and sidings and other the purposes of the undertaking the lands herein-after described which

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are delineated upon the deposited plans and described in the deposited books of reference And they may hold such of the said lands as have already been purchased by them:

Certain lands at Fazakerley Junction situate partly in the township of Aintree in the parish of Sefton and partly in the township of Fazakerley in the parish of Walton-on-the-Hill all in Lancashire bounded on the southerly side by the Company's Aintree and Bootle Branch Railway and on the south-easterly side by the Company's Liverpool and Bury line;

Certain lands at Aintree situate partly in the townships of Orrell and Ford and Sefton in the parish of Sefton and partly in the township and parish of Walton-on-the-Hill all in Lancashire near to Park Gate House Farm and lying on the southerly side of and adjacent to the Company's Aintree and Bootle Branch Railway;

Certain lands at Seaforth situate partly in the township of Litherland in the parish of Sefton and partly in the township of Bootle-cum-Linacre in the parish of Walton-on-the-Hill all in Lancashire bounded on the south-west by the Company's Liverpool Crosby and Southport Railway, on the northerly side by Marsh Lane or Bridge Road and on the south-easterly end thereof by the Company's Aintree and Bootle Branch Railway;

Certain lands at Waterloo in the township of Great Crosby in the said parish of Sefton in Lancashire adjoining and extending along the Company's Liverpool Crosby and Southport Railway on both sides for a distance of about 235 yards and bounded on the south by New Road;

Certain lands at Litherland situate partly in the township of Orrell and Ford and partly in the township of Litherland in the parish of Sefton in Lancashire bounded on the westerly side by the Leeds and Liverpool Canal, on the south-easterly side by the Company's Aintree and Bootle Branch Railway and intersected by Orrell Lane;

Certain lands at Besses-o'th'-Barn situate in the township of Pilkington in the parish of Prestwich-cum-Oldham in Lancashire intersected by the Company's Manchester Cheetham Hill and Whitefield line of railway and being at the occupation bridge under that line at about 5 miles 2 furlongs and 3 chains measured along the same from the point of commencement in Manchester as shown upon the deposited plans of that railway;

Certain lands at Radcliffe situate in the township and parish of Radcliffe in Lancashire and lying on the easterly side of the Company's Manchester Cheetham Hill and Whitefield line of

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railway at the Radcliffe Station thereon and bounded on the north by the turnpike road leading from Radcliffe to Bury.

Certain lands at Hipperholme situate in the township of Hipperholme-cum-Brighouse in the parish of Halifax in the west riding of Yorkshire bounded on the northerly side by the railway of the Company and on the westerly side by the waiting shed in connexion with the Company's Hipperholme Station;

Certain other lands also at Hipperholme situate in the same township parish and riding bounded on the northerly side by Tanhouse Hill Lane and on the southerly side by the railway and land of the Company.

Joint powers as to Preston and Wyre Railway.

28. The Company and the London and North-western Railway Company as proprietors of the Preston and Wyre Railway and herein-after referred to as "the proprietors" may widen on the easterly and westerly sides the bridge now carrying the Blackpool and Lytham line of the Preston and Wyre Railway over Chapel Street in the township of Layton-with-Warbreck in the parish of Bispham in Lancashire and they may enter upon take and use for that purpose the lands shown on the deposited plans and described in the deposited books of reference and the proprietors and the mayor aldermen and burgesses of the borough of Blackpool may enter into and fulfil contracts and agreements with respect to the said work or to any matter incidental thereto or consequent thereupon.

For protection of the corporation of Blackpool.

29. For the protection and benefit of the mayor aldermen and burgesses of the borough of Blackpool in the county of Lancaster (in this section called "the corporation") the following provisions shall apply:

(1) The proprietors shall not widen the railway over Chapel Street or in any way interfere with that street until they have diverted Revoe Road in the line shown on the plan signed by the borough surveyor of the borough of Blackpool and the engineer of the proprietors and the proprietors shall make such diverted road of the full widths shown on such plan and of an uniform gradient throughout the full length of the diversion and the proprietors shall construct proper footpaths on each side of such road and shall make form sewer level pave metal flag and channel the same respectively to the reasonable satisfaction of the corporation and will keep the same in repair for a period of one year;

(2) The northern abutments of the new bridges for carrying the widened railway over Chapel Street shall be in a line with the

northern abutment of the existing bridge and the southern abutments of the new bridges shall be in the lines shown on the said plan and the said new bridges shall be constructed of one span of the clear widths shown on the said plan with a clear headway of the same height at least as the headway of the existing bridge and the level of the road under the same shall remain unaltered;

(3) The proprietors shall construct and maintain on the outer side of each such new bridge a close screen of not less than six feet in height above the surface of the rails on such bridge;

(4) The bridges shall be constructed and maintained so as to prevent as far as practicable the dripping of water on the streets;

(5) The existing bridge and the new bridges shall be lighted either by proper openings between the bridges or by artificial means to the reasonable satisfaction of the Corporation.

Power to take easements &c. by agreement.

30. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the last-mentioned Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights or privileges as aforesaid.

Height and span of bridges.

31. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say):

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
		Widening Bridge at Accrington.		
			ft. in.	
2	Whalley	Public street	11 3	—
		Widening Bridge at Blackpool.		
			ft. in.	
3	Bispham	Public street	12 6	—
		Widening Line near Liverpool.		
			ft. in.	ft. in.
76A	Walton-on-the-Hill	Public street	11 6	24 0

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32. The powers for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Lands for extraordinary purposes.

33. The quantity of land to be taken by the Company under the powers of this Act by agreement in connexion with their undertaking for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed one acre.

Extending power to purchase additional lands.

34. Subject to the provisions of this Act the Company may from time to time in addition to the lands authorised to be compulsorily taken by them for the purposes of this Act and of the several Acts relating to them contract with any party willing to sell the same for the purchase of any lands in Lancashire and Yorkshire for any of the purposes stated in the 45th section of the Railways Clauses Consolidation Act 1845.

Notice to be given of taking houses of labouring classes.

35. The Company shall eight weeks at least before they take in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards handbills or other general notice placed in public view upon or within a reasonable distance from such houses and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for persons of the labouring class to be displaced.

36. Before taking in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall (unless the Company and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice and the Company may for the purpose of procuring such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase by agreement such further lands as may be necessary for such purpose and may on such lands erect labouring-class dwellings and may let or otherwise dispose of such lands and dwellings and may apply for the purposes of this section or any of them any moneys they may have already raised or are authorised to raise.

Owners may be required to sell parts

37. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this

only of certain lands and buildings.

Act it may happen that portions only of the lands buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without such material detriment thereto as shall prevent the beneficial use thereof Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and persons interested in the lands buildings or manufactories described in the schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without such material detriment as aforesaid be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Company empowered to underpin or otherwise strengthen houses near railway.

38. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railway it may be necessary to underpin or otherwise strengthen the same Therefore it shall be lawful for the Company at their own costs and charges to underpin or otherwise strengthen any such house or building Provided that at least ten days notice shall unless in case of emergency be given to the owner lessee and occupier of the house or building intended to be underpinned or otherwise strengthened each such notice to be left on the premises and that the Company shall be liable to compensate the owner lessee and occupier of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment Provided also that if the owner lessee or occupier of any such house or building shall give within seven days after that notice counter notice in writing that he disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to a civil engineer to be appointed at the instance of either party by the Board of Trade and such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may in his discretion prescribe the mode in which the same shall

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be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building and the cost of such referee shall be paid by the Company and the cost of the reference (other than the cost of the referee) shall be in the discretion of the referee Provided that nothing in this enactment contained nor any dealing with the property in pursuance of this enactment shall relieve the Company from the liability to compensation under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act Provided also that every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act 1845 Provided also that nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

Providing for redemption of Blackpool Stock.

39. Notwithstanding anything contained in the 13th section of the Blackpool Railway Act of 1871 the Company and the London and North-western Railway Company may at any time redeem by agreement with the individual holders of the preference stock mentioned in the said section the portion of stock held by them and it shall not be necessary for the purpose of such redemption that any special meeting of the holders of such stock shall be convened And when any portion of the said stock shall be redeemed by virtue of this enactment the certificates thereof shall be delivered up to be cancelled And any redemption of the said stock which has already been effected by the consent of the individual holders thereof is hereby confirmed.

Additional Capital.

Power to raise additional capital (1,290,000*l.*).

40. The Company from time to time may for the purposes of this Act and for the general purposes of their undertaking raise by the creation and issue of shares or stock such sums of money as they shall think necessary not exceeding one million two hundred and ninety thousand pounds exclusive of the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament and the Company may create and issue such shares or stock either wholly or partly as ordinary or wholly or partly as preferential shares or stock as they may think fit.

Shares not to be issued until one-fifth part thereof shall have been paid up.

41. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Qualifications of new shares or stock.

42. Except as by or under the powers of this Act otherwise provided the new shares or stock issued under the powers of this

Act shall in proportion to the aggregate amount thereof from time to time held by the same person at the same time entitle the respective holders thereof to the same dividends and profits and confer on them the like qualifications and the like right of voting as the like amount of existing ordinary shares or stock of the Company.

Power to raise capital under any other Act of this session and this Act by new shares or stock of one class.

43. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company if they think fit may raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to borrow on mortgage (420,000*l.*).

44. The Company may from time to time borrow on mortgage of their undertaking additional sums not exceeding in the whole four hundred and twenty thousand pounds in respect of the additional capital of one million two hundred and ninety thousand pounds by this Act authorised to be raised Provided that in respect of every one hundred thousand pounds of such additional capital issued and accepted and one half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in the whole thirty-three thousand pounds But no part of any of the before-mentioned sums of thirty-three thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of each portion of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors

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administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Former mortgages to have priority.

45. The mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance of such mortgages and bonds but subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages granted by virtue of this Act and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Power to apply corporate funds to purposes of Act.

46. The Company may apply to the purposes of this Act any of the moneys which they now have in their hands or which they have power to raise by virtue of any Acts relating to the Company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Debenture stock.

47. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

48. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act and for the general purposes of the Company.

Receipt in case of persons not sui juris.

49. If any money is payable to a holder of shares or stock in the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to establish savings banks &c.

50. The Company may if they think fit establish savings banks and with respect to any savings banks so to be established the following provisions shall apply :—

(1) The Company may establish a savings bank or savings banks with or without branches at such of the stations on their

railways as they may think fit and may thereat receive by way of deposit from any of their officers clerks servants workmen or apprentices (or from the officers clerks servants workmen or apprentices of any other company working or using the undertaking of the Company) and from the husbands wives children fathers mothers brothers or sisters nephews or nieces or wards being minors of such officers clerks servants workmen or apprentices any money at interest:

(2) Every such deposit with the interest thereon shall be a charge on the net profits of the Company's undertaking next after any debt of the Company then existing and after moneys for the time being borrowed or authorised to be borrowed:

(3) Two copies of the rules of any such savings bank and of every amendment of the same from time to time (the term amendment to include a new rule and the cancelling of a rule) under the hands of three of the directors and of the secretary of the Company shall be sent to the Registrar of Friendly Societies (as defined by the Friendly Societies Act 1875): 38 & 39 Vict. c. 60.

(4) Such rules shall contain provisions—

(*a*) For the management of the savings bank and for the chief office of the same;

(*b*) If thought fit for the appointment and discharge of trustees;

(*c*) For the payment in and the withdrawal of deposits the rate of interest thereon and the payment of such interest;

(*d*) For the keeping and auditing of accounts;

(*e*) For the balancing of accounts once a year at least and the sending on or before the first of April in every year to the Registrar of Friendly Societies a general statement (to be called the annual return) of the receipts and expenditure funds and effects of the savings bank as audited made out to the thirty-first of December then last inclusively with a copy of the auditors report if any;

(*f*) For supplying every depositor on demand with a copy of the rules for the time being at a price not exceeding sixpence and with a copy of the annual return gratuitously;

(*g*) For keeping a copy of the last annual return with the auditors report if any always hung up in a conspicuous place at the office of the savings bank;

(*h*) For giving notice within fourteen days to the registrar of any change in the chief office and of the appointment of any new trustees.

(5) The registrar on being satisfied that the rules or that any amendment of rules of a savings bank are or is in conformity

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with law and with the provisions of this section shall issue to the Company an acknowledgment of registry of such savings bank or of such amendment of rules which shall be conclusive evidence that such savings bank or such amendment of rules are or is duly registered.

(6) The rules when so registered shall be binding on the Company and its officers and on the depositors and their executors administrators and nominees.

(7) Deposits may if the rules so allow be received from or on account of married women and section 2 of the Married Women's Property Act 1870 shall apply to all such deposits.

33 & 34 Vict. c. 93.

(8) Deposits may if the rules so allow be received from or on behalf of infants and infants above the age of sixteen years may execute all instruments and give all acquittances necessary to be executed or given under the rules but all instruments and acquittances relating to the deposits of infants under the age of sixteen shall be executed or made by their parents or guardians.

(9) A depositor above the age of sixteen may by writing under his hand sent to the office of the savings bank nominate any person to whom his deposits not exceeding fifty pounds shall be paid at his decease and may from time to time in like manner revoke or vary such nomination.

(10) The deposits not exceeding fifty pounds of a person who dies intestate and without having made any nomination under this Act which remains unrevoked at his death may be paid without letters of administration to the person who appears to the trustees or a majority of the trustees upon such evidence as they may deem satisfactory to be entitled by law to receive the same.

(11) Sections 9, 10, 44, 45, 46, 48 and 49 of the Act of the 26 and 27 Victoria cap. 87 to consolidate and amend the laws relating to savings banks as amended by the Savings Bank Barrister Act 1876 shall apply to every savings bank herein mentioned and the Company shall be deemed the trustees of the savings bank and shall act by their directors or secretary.

39 & 40 Vict. c. 52.

(12) If the trustees or officers of a savings bank fail to give any notice send any document or return or to do anything which the savings bank is hereby required to do or make a return or shall wilfully furnish information to the registrar in any respect false or insufficient or otherwise act contrary to the provisions of this section they shall be liable to a penalty not exceeding five pounds recoverable at the suit of any person aggrieved or of the Chief or any Assistant Registrar of Friendly Societies in

a court of summary jurisdiction and in manner directed by the Summary Jurisdiction Acts as defined respectively in the Friendly Societies Act 1875.

(13) Section 39 of the Friendly Societies Act 1875 shall apply to any instrument or document copy or extract of an instrument or document to be executed or issued by a registrar for the purposes of this section a copy of the rules under the seal of the Company shall also be evidence of such rules.

(14) The following fees shall be payable to the registrar for matters to be transacted under the provisions of this section and shall be paid by such registrar into the receipt of Her Majesty's Exchequer:

For the acknowledgment of registry of a savings bank and of every amendment of rules of the same twenty-one shillings;

For the determination of a registrar on a dispute twenty-one shillings;

And if more than one hearing or adjournment become necessary then twenty-one shillings more for every hearing after the first and for every adjournment;

For every document required to be signed by a registrar or to bear the seal of the central office (as defined by the Friendly Societies Act 1875) not chargeable with any other fee to the registrar two shillings and sixpence;

For every inspection on the same day of documents (whether one or more) in the custody of the registrar relating to one and the same savings bank one shilling;

For every copy or extract of any document in the custody of the registrar not exceeding two hundred and sixteen words one shilling;

And if exceeding that number fourpence per folio of seventy-two words (in addition to the fee if any for the signature of a registrar or seal of the central office).

Interest not to be paid on calls paid up.

51. The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposit for future Bills not to be paid out of capital.

52. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may

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be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

53. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Costs of Act.

54. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

SCHEDULE.

Describing Lands Buildings and Manufactories of which portions only may be required.

Parish.	Numbers on deposited Plans.
Loop Line at Liverpool.	
Parish of Liverpool - -	94, 95, 96, 97, 98, 99.
Canal at Liverpool.	
Parish of Liverpool - -	2, 3, 4, 5, 94, 95.
Branch Railway in Liverpool.	
Parish of Walton-on-the-Hill -	103, 104, 170, 186, 201, 203, 206, 208, 230, 231, 232, 233, 248, 251.
Alteration of Levels of Portion of Liverpool Crosby and Southport Railway.	
Parish of Walton-on-the-Hill -	31b, 37b, 44b, 49b, 60b, 61b, 76b, 67b, 69b, 79b, 86b, 87b, 88b, 91b, 92b, 93b, 107b, 109b, 113b, 115b, 116b, 117b.
Widening Line near Liverpool.	
Parish of Walton-on-the-Hill -	31, 37, 44, 49, 60, 61, 76, 67, 69, 79, 86, 87, 88, 91, 92, 93, 107, 109, 113, 115, 116, 117, 82a, 86a, 91a, 93a, 103a, 104a, 106a, 108a, 112a, 114a, 116a, 118a, 119a, 121a, 124a, 129a, 130a, 133a, 136a, 137a, 145a.
Widening Line at Rochdale.	
Parish of Rochdale - -	5, 14, 15, 17, 25, 51, 54, 60, 99, 101, 102, 103.
Widening Line at Oldham.	
Parish of Prestwich-cum-Oldham.	5, 7.
Widening Bridges at Blackburn.	
Parish of Blackburn - -	5, 6.

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